

Wells

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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.116.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	Customer's Legal Name ("Customer"): WELLS COUNTY, INDIANA 102 West Market Street Bluffton, Indiana 46714
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5600 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Ms. Mary Towne, Auditor</u> Telephone No.: <u>(260) 824-6470</u> Fax No.: <u>(260) 824-6475</u> E-mail Address: <u>auditor@adamswells.com</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: _____

(Signature)

Its: _____

(Title)

Date: November 14, 2002

Witnessed: Barbara E. Brennan

By: Barbara E. Brennan

WELLS COUNTY, INDIANA

(Print or Type Name of Customer)

By: _____

(Signature)

Its: President, Wells Co Board of Commissioners

(Title)

Date: 11/4/02

By: _____

(Signature)

Its: Commissioner

(Title)

Date: 11/4/02

By: _____

(Signature)

Its: Commissioner

(Title)

Date: 11/4/02

Witnessed: Mary A. Towne

Date: 11/4/02

SIGNATURE PAGE

Master No. IN2002.116

Date: October 23, 2002 [mr]

HARDWARE SCHEDULE FOR WELLS COUNTY, INDIANA

Schedule No. IN2002.116.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Equipment Description	QTY	Unit Price	Total Price	Office
Metrologic MS951 Scanner w/Keyboard Wedge	3	\$ 299.00	\$ 897.00	Treasurer Auditor
Total Hardware Fees:				\$ 897.00

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (1) receipt and payment of the Hardware as specified above or (2) expiration of the Hardware warranty (if applicable).

HARDWARE PAYMENT TERMS: Manatron shall invoice 100% of the amount of the Hardware upon receipt by Customer.

Master No. IN2002.116

Date: October 23, 2002 [mr]

THIRD-PARTY SOFTWARE SCHEDULE FOR WELLS COUNTY, INDIANA

Schedule No. IN2002.116.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Third-Party Software Description	QTY	Unit Price	Total Price	Office
Windows 2000, additional Client Access Lic.	14	Customer to Provide	Customer to Provide	see below
PCAnywhere V10.5 (host & remote)	1	Customer to Provide	Customer to Provide	Auditor
PCAnywhere V10.5 (host only)	1	Customer to Provide	Customer to Provide	Auditor
SQL Server 2000, Additional Clients	14	Customer to Provide	Customer to Provide	see below
Total Third-Party Software Fees:				\$ -

OFFICES are the Auditor's Office with six (6) users, the Treasurer's Office with six (6) users, the Surveyor's Office with one (1) user, and the Assessor's Office with one (1) user.

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

THIRD-PARTY SOFTWARE PAYMENT TERMS: Manatron shall invoice 100% of the amount of the Third-party Software upon the receipt of the Third-party Software by Customer.

Master No. IN2002.116

Date: October 23, 2002 [mr]

SOFTWARE SCHEDULE FOR WELLS COUNTY, INDIANA

Schedule No. IN2002.116.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, inc. and the undersigned Customer (the "Agreement").

Software Description	Model Number	QTY	Unit Price	Total Price	Office
MVP Tax - Full Users Tax Cycle of 2003 pay 2004	MVP-TAX	6	\$ 5,000.00	\$ 30,000.00	see below
MVP Tax - Inquiry Users	MVP-TAX	8	\$ 1,000.00	\$ 8,000.00	see below
MVP Tax Includes:					
- Billing Collections					
- Property Maintenance					
- Cashiering					
- Distribution with Settlement					
- Delinquency					
Total Software Fees:					\$ 38,000.00

OFFICES and USERS are the Auditor's Office, three (3) Full Users and three (3) Inquiry Users; the Treasurers' Office with three (3) Full Users and three (3) Inquiry Users; the Surveyor's Office with one (1) Inquiry User; and the Assessor with one (1) Inquiry User.

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation.

Master No. IN2002.116

Date: October 23, 2002 [mr]

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR WELLS COUNTY, INDIANA

Schedule No. IN2002.116.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Hardware Product	Model Number	Unit Price	Annual Price	Office
Metrologic MS951 Scanner	METMS951WKB-5	Manufacturer's Warranty	Manufacturer's Warranty	Treas. Auditor
Total Hardware Maintenance Fees:				\$

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

HARDWARE MAINTENANCE PAYMENT TERMS: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Software Product	Model Number	Unit Price	Annual Price	Office
MVP Tax - Full Users	MVP-TAX-S	\$ 750.00	\$ 9,000.00	See Software Page for User Offices and Distribution
MVP Tax - Inquiry Users	MVP-TAX-INQUIRY-S	\$ 200.00	\$ 2,400.00	same as above
Windows 2000, additional Clients Access Lic.	WIN-S	Per Call Basis*	Per Call Basis*	See Third-Party Software Page for User Offices
PCAnywhere V10.5	PCANYWHERE-S	Per Call Basis*	Per Call Basis*	Auditor
SQL Server 2000, Additional Clients	SQL-S	\$ 310.00	\$ 3,720.00	See Third-Party Software Page for User Offices
Total Software Support Services Fees:				\$ 15,120.00

PER CALL BASIS will be billed at the "then current" rates.

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2002.116

Date: October 23, 2002 [mr]

PROFESSIONAL SERVICES SCHEDULE FOR WELLS COUNTY, INDIANA

Schedule No. IN2002.116.01 to the Master Agreement for Licensed Software, Hardware and Services.

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GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Software Installation	INSAPP	1	\$ 1,000.00	\$ 1,000.00	See Software Page for User Office Distribution	TBD
Customization/Modification	SWMOD	1	\$ 1,000.00	\$ 1,000.00	Same as above	TBD
Conversion	CONV- MVPTAX	1	\$ 5,000.00	\$ 5,000.00	Same as above	TBD
Total Professional Services Fees:					\$ 7,000.00	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

PROFESSIONAL SERVICES PAYMENT TERMS: Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

DESCRIPTION	Model Number	Total Price	Days/QTY	Office
MVP Tax Training	TRNG	\$ 12,000.00	20	See Software Page for User Office Distribution
Total Consultation/Training Services Fees:			\$ 12,000.00	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

TERM OF SUPPORT SERVICES SCHEDULE:

CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS: Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Master No. IN2002.116

Date: October 23, 2002 [mr]

SUMMARY SCHEDULE FOR WELLS COUNTY, INDIANA

ONE TIME FEES	
	Total Price
HARDWARE	\$ 897.00
THIRD-PARTY SOFTWARE	\$
SOFTWARE	\$ 38,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 7,000.00
CONSULTATION/TRAINING SERVICES	\$ 12,000.00
TOTAL CONVERSION SOFTWARE FEES	\$ -
Total One Time Fees:	\$ 57,897.00

ONGOING FEES	
	Total Price
HARDWARE MAINTENANCE SERVICES	\$ -
SOFTWARE SUPPORT SERVICES	\$ 15,120.00
TOTAL HOSTING FEES	\$ -
Total Ongoing Fees:	\$ 15,120.00
Master No. IN2002 11A	

Master No. IN2002.116

Date: October 23, 2002 [mr]